



C. L. "BUTCH" OTTER
Governor
MG GARY L. SAYLER
The Adjutant General
CPT JACKSON D. GRAY
Contracting Officer

State of Idaho

Military Division

Office of State Purchasing and Contracting

4040 West Guard Street
Boise, Idaho 83705-5044

Phone: (208) 422-6752
FAX: (208) 422-6789
Contracting Office

June 24, 2016

ADDENDUM NO. TWO

RE: State of Idaho Military Division
Digital Air/Ground Integration Range (DAGIR) Design
RFQ NO. NGBID-16-Q-0001
NGB PROJECT NO. 160176

NOTICE TO INTERESTED DESIGN PROFESSIONALS:

You are hereby notified of the following clarifications or revisions to the RFQ. This Addendum No. Two is hereby made a part of the RFQ for the referenced project.

The following information is being issued to all known interested parties. These changes are clarifications due to questions brought up during the informational meeting held on 23 June 2016.

The RFQ is amended to include the following clarification and change.

The submitting date, time, and location has not changed.

Submittals must have a POC with appropriate contact information (Phone number, email address) that can provide a response within 12 hours.

Proposal Content- Added comments for clarification

Proposals should not exceed 25 pages of text. Cover letter or pages of images without text do not count toward the 25 page restriction.

- A. Basic Qualifications: Should not exceed three pages
- B. Specific Qualifications: Descriptions and qualifications of individuals performing the various tasks should not exceed one page per person.
- C. Approach to Project: Statements should not exceed two pages.

- D. Past Performance: Provide a minimum of three reference letters.
- E. Examples of Work: Renderings, photographs, preliminary drawings will not be counted toward the 25 page restriction and should be easily identified as separate.
- F. Special Requirements: As needed to fall within the 25 pages restriction.
- G. Format: The proposals should be clear and to the point. Emphasis should be placed on specific qualifications of the people to actually perform the project tasks.

Submittals- Change in quantity

Submittals for the project cited above should be delivered to the IMD in one of the following formats, hard copies (quantity: 6) or electronic format, PDF only (quantity: 6 CDs).

Project Timeline

Submittals must include an acknowledgment that the design team can meet the project timeline.

- | | |
|-----------------------------------|------------|
| • Conceptual Review (30%) | Oct 2016 |
| • Preliminary Review by NGB (60%) | Jan 2017 |
| • Final Review by NGB (90%) | Jun 2017 |
| • Bid Date | Oct 2017 |
| • Award of Contract | Dec 2017 |
| • Substantial Completion | March 2020 |

Agreement

Attached is the sample agreement for reference. This agreement will be governed by Idaho State law as well as the required federal regulations as called out in the Military Construction Cooperative Agreement and the 1390-91.

Scope of Project

Attached are the images and drawings of the designated site and proposed ideas.

Attachments

Informational meeting sign-in roster
Sample agreement
Site images and proposed outlays

END OF ADDENDUM NO. TWO


CPT JACKSON D. GRAY, P.E.
Contracting Officer

THE STATE OF IDAHO
MILITARY DIVISION
4040 W. Guard Street
Boise, Idaho 83705-5004

Thursday, June 23, 2016

ATTENDANCE ROSTER

Informational Meeting — DACIR

NAME	FIRM	E-MAIL
1. CPT JACKSON GRAY	State of Idaho - Military Division	PH: 422-6752 FAX: 422-6789 jgray@imd.idaho.gov
2. TOOLEY	MTA	PH: 3449600 FAX: 3449600 Chuck & Marge Tooley .com
3. Joshua Jessop	CFMO	PH: (208) 272-3354 FAX: 208 272-3354 joshua.m.jessop.mil@mail.mil
4. Dominic Brown	MSA	PH: (208) 947-9033 FAX: 208 947-9033 dmb@msa-id.com
5. Denis Galindo	MSA	PH: 208.947.9033 FAX: 208.947.9033 denis.galindo@msa-id.com
6. Jeff Turner	HEAD & HUNT	PH: 208 420 7437 FAX: 208 420 7437 Jeff.Turner@headhunt.com
7. Toby Epler	JUB	PH: 208.866.4968 FAX: 208.866.4968 tepler@jub.com
8. STAVEN TURNER	EGA Architects	PH: 208 345 8872 FAX: 208 343 7162 stave@ega.com

NAME

FIRM

E-MAIL

9. brandt Ellwell	TRS Range Services	PH: 208 938-2871 FAX: 938-2892	belwelltrs@gmail.com
10. Zach Hall	HDR	PH: (208) 387-7059 FAX: (208) 387-7100	Zach.Hall@HDRinc.ca
11. Duane Gapiński	HDR	PH: 980 297 2288 FAX: 303 860 7139	Duane.Gapinski@HDRinc.com
12. Meghan Donley	HDR	PH: 208-387-7053 FAX: 208-387-7100	mdonley@hdrinc.com
13. Roger Nelson	HNTB	PH: 816-472-1201 FAX: 816 472-4075	rnelson@hntb.com
14. Jon Breckon	Breckon Land Design Inc.	PH: 208-376-5153 FAX: 208-576-6528	jbreckon@breckonll.com
15. Dana Kaufman	Hsight Architects	PH: 938-9080 FAX:	dana@hsightarchitects.com
16. Eric Sharp, MAS	OCTC	PH: 8335 FAX:	eric.d.sharp@wilmail.wil
17. Martin Santoyo	DPW	PH: 332-1913 FAX:	martin.santoyo@dmidsho.gov
18. Bill Matta	Matta Architecture	PH: 344-4170 FAX:	Bill@mattaarchitecture.com
19. MARTIN HAHLE	CSHA	PH: 208-343-4635 FAX:	martin.hahle@csaqa.com

NAME

FIRM

E-MAIL

20. MSC ZUCHELKOWSKI	Range Control	PH: 232-8226 FAX:	DENNIS.W. ZUCHELKOWSKI, mil@mail.mil
21. Craig Leone	Carver	PH: 501 920 1274 FAX:	Cg/leone@carverusa.com
22. Clayton B. Anderson	MSA	PH: 208-839-3559 FAX:	nosrednach@aol.com
23.		PH: _____ FAX: _____	
24.		PH: _____ FAX: _____	
25.		PH: _____ FAX: _____	
26.		PH: _____ FAX: _____	
27.		PH: _____ FAX: _____	
28.		PH: _____ FAX: _____	
29.		PH: _____ FAX: _____	
30.		PH: _____ FAX: _____	

SAMPLE AGREEMENT

STATE OF IDAHO MILITARY DIVISION FIXED PRICE PROFESSIONAL SERVICES CONTRACT BETWEEN OWNER AND CONTRACTOR

**PROJECT NO. NGBID-16-D-0001
Digital Air/Ground Integration Range (DAGIR) Design**

**State of Idaho Military Division
Orchard Training Area (OTA), Kuna, Idaho**

TABLE OF CONTENTS

ARTICLE

- 1 BASIC SERVICES**
- 2 THE OWNER'S RESPONSIBILITIES**
- 3 CONSTRUCTION COST**
- 4 COMPENSATION AND PAYMENTS**
- 5 TERMINATION**
- 6 SUCCESSORS AND ASSIGNS**
- 7 PREPARATION, OWNERSHIP AND USE OF DOCUMENTS**
- 8 DISPUTES AND REMEDIES**
- 9 INSURANCE**
- 10 EXTENT OF AGREEMENT**
- 11 MISCELLANEOUS PROVISIONS**
- 12 BUSINESS ORGANIZATION**
- 13 BASIS OF COMPENSATION**

THIS AGREEMENT, made as of the *Month* (#) day of (month) in the year of TWO THOUSAND ANDSIXTEEN (2016) between THE STATE OF IDAHO MILITARY DIVISION, hereinafter referred to as the OWNER, and (Company Name) hereinafter referred to as the DESIGN PROFESSIONAL:

FPPSC NO. NGBID-16-D-0001

NGB PROJECT NO. 160176

Digital Air/Ground Integration Range (DAGIR) Design
Orchard Training Area (OTA), Kuna, Idaho

Project Description: A standard design Digital Air/Ground Integration Range, two lanes, range support structures; Range Control Tower, Range Ops & Storage, Battery Maintenance building, Latrines (Aerated), Bleacher Enclosure, Covered Mess, Range AAR Building, Ammo Loading Dock, Vehicle Instrumentation Dock of permanent construction. Additionally this range will contain a Bivouac Area, Unit Staging Area and associated target emplacements. This facility will be designed to meet all local, state, and federal building codes. Construction will include all utility services, information systems, fire detection and alarm systems, roads, walks, curbs, gutters, storm drainage, parking areas, and site improvements. Facilities will be designed to a minimum life of 50 years and energy efficiencies meeting, on average, American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) 189.1 standards through improved building envelope and integrated building systems performance. Access for individuals with disabilities will be provided. Antiterrorism Measures are to be included in accordance with the DOD Minimum Antiterrorism.

This Project is being administered by the OWNER for occupancy by Installation Support Unit (ISU) hereinafter called the Agency.

The OWNER and the DESIGN PROFESSIONAL agree as set forth below:

ARTICLE 1 BASIC SERVICES

The DESIGN PROFESSIONAL'S Basic Services consist of those described in Paragraphs 1.1 through 1.6 and any other services identified as a part of Basic Service, and include engineering and consulting services.

1.1 CONCEPTUAL PHASE (30% Submittal)

1.1.1 The DESIGN PROFESSIONAL shall review and evaluate the existing site for identification of areas of poor quality as it relates to the requirements of this project. The DESIGN PROFESSIONAL shall gather all pertinent data required to develop a complete Project program. This phase shall include, as a minimum, the following tasks:

Establish Project and operational goals.

Collect all pertinent facts about the Project including, but not limited to, evaluation of existing building and existing systems or structures affecting the Project, state code and federal regulation review, cost parameters and Project schedule.

Meet with agency staff to further identify areas needing further investigation.

Conduct an analysis study to establish appropriateness and cost effectiveness of the project.

The DESIGN PROFESSIONAL shall determine the need for a land survey of the site, including as applicable: grades, adjoining property boundaries and contour of the site; locations, dimensions and data pertaining to existing buildings, other improvements; and information concerning available service and utility lines. Attention must be given to the site ongoing operations and must be coordinated thirty (30) days in advance.

The DESIGN PROFESSIONAL shall determine the need for and recommend the services of soils engineers, as deemed necessary by the DESIGN PROFESSIONAL, which services may include test borings, test pits, soil bearing values, ground water elevation determination, percolation tests, ground corrosion and resistivity tests, reports and appropriate professional recommendations.

Conduct a soil bearing analysis of the project area.

Conduct a line of sight analysis study from firing positions to targets.

Submit a preliminary site plan with distances for Department of Defense Explosives Safety Board (DDESB) approval for ammunition loading dock in proximity to buildings and other facilities.

State the problem, as a summary of the significant conditions, and general direction that the project should take.

1.1.2 The DESIGN PROFESSIONAL shall submit to the OWNER in the program, a statement of program feasibility, reconciling the program requirements with estimated cost and available funding.

1.1.3 The DESIGN PROFESSIONAL shall submit *Three* (3) hard copies and One (1) CD of PDF's of the completed program with all verification documentation in written form, to the OWNER for distribution and review, prior to the final presentation. After review and correction, *Four* (4) hard copies and One (1) CD of PDF's shall be submitted as final record documents.

1.1.4 At the conclusion of this phase, the DESIGN PROFESSIONAL shall make a presentation to Agency and Owner for approval.

1.1.5 Program Documents shall be completed within *ninety* (90) days from the date of the Authorization to Proceed.

1.2 PRELIMINARY DESIGN PHASE (60% Submittal)

1.2.1 The preliminary design phase shall include a pre-design phase for user interviews and a development of the Scope of the Work for the project. This phase shall focus upon analyzing and developing alternative designs to meet space restrictions and review of all Agency equipment to ensure the equipment is compatible with the project requirements. The DESIGN PROFESSIONAL shall arrive at a mutual understanding of such requirements with the OWNER and the Agency.

1.2.2 The DESIGN PROFESSIONAL shall review with the OWNER and Agency alternative approaches to design and construction of the Project.

1.2.3 The DESIGN PROFESSIONAL shall investigate and verify the existing conditions, including utilities and services, at the Project site to the extent required to accomplish the Project.

1.2.4 A Declaration of Soil Bearing Capacity shall be submitted to the Owner.

1.2.5 The DESIGN PROFESSIONAL shall submit to the OWNER a preliminary estimate of construction cost based on current area, volume or other unit costs and shall include any site or utility work identified.

1.2.6 Preliminary Design Documents and Preliminary Technical Specifications for a sixty percent (60%) submittal shall be completed within *ninety* (90) days from the date of authorization to proceed with this phase to be submitted for National Guard Bureau approval.

1.3 FINAL DESIGN PHASE AND CONSTRUCTION DOCUMENTS (90% Submittal)

1.3.1 Based on the approved Preliminary Design Documents and any adjustments authorized by the OWNER in the program, schedule or construction budget, the DESIGN PROFESSIONAL shall prepare, for approval by the OWNER, Final Design Documents consisting of the following:

1. Drawings, to scale, showing building design, floor plans, typical equipment layout, building elevations and sections, and mechanical, electrical and structural plans as required along with outline specifications, sufficient in detail to fully describe the quantity and quality of the Work.
2. Analyze the Project for the various building code issues, make preliminary contacts with the appropriate code officials, and provide a summary of the code review analysis.
3. Review of documents with OWNER, Agency, and others as required, and make revision of documents as required.
4. An updated construction cost estimate.

1.3.2 Design Development Documents shall be completed within *sixty* (60) days from the date of authorization to proceed with this phase. Provide *Three* (3) sets to the OWNER for distribution and review.

1.3.3 Presentation to Agency and Owner for approval.

1.3.4 Based on the approved Design Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the OWNER, the DESIGN PROFESSIONAL shall prepare, for approval by National Guard Bureau, Construction Documents consisting of:

1. Complete working drawings and specifications as required for the bidding and construction of the Project. Working drawings and specifications for the Project will be completed for approval by all required agencies and submitted to the OWNER within *sixty* (60) days after authorization to proceed with this phase.
2. Final plans shall be sent to the Owner after the Agency has approved the documents. The DESIGN PROFESSIONAL shall provide the Owner with two (2) review sets of working drawings and specifications. The Owner will distribute the documents to the National Guard Bureau. After review, if additions or corrections are required, the DESIGN PROFESSIONAL shall make such additions and corrections and an additional two (2) sets shall be submitted for approval.
3. A detailed, itemized construction cost estimate.

1.5 BIDDING PHASE

1.5.1 The DESIGN PROFESSIONAL, following the OWNER'S approval of the Construction Documents and of the latest construction cost estimate, shall assist the OWNER including the following:

1. Providing the OWNER with electronic files of the Contract Documents in a format suitable for publication of the documents on the Internet. Electronic Files shall be provided in PDF format.
2. Attend the Bid opening
3. Review of submittals for approval of alternate methods and/or materials prior to the bid date.
4. Preparing of addendums, listing alternate materials and clarifying drawings and specifications for the owner to issue to plan holders prior to bid date.

1.6 CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACT

1.6.1 The DESIGN PROFESSIONAL'S responsibility to provide Basic Services for the Construction Phase commences with the award of the Contract for Construction and terminates thirty (30) days after final acceptance by the DESIGN PROFESSIONAL and OWNER, provided the record documents have been submitted and accepted.

1.6.2 Unless otherwise provided in this Agreement and incorporated in the Contract Documents, the DESIGN PROFESSIONAL shall provide administration of the Contract for Construction as set forth below.

1.6.3 The DESIGN PROFESSIONAL shall have authority to act on behalf of the OWNER only to the extent provided in this Agreement and in the Contract Documents unless otherwise modified by written instrument by the OWNER and the DESIGN PROFESSIONAL.

1.6.4 The DESIGN PROFESSIONAL shall attend the preconstruction conference. OWNER will establish the date and the OWNER will chair the preconstruction conference. The DESIGN PROFESSIONAL shall take and distribute minutes of the preconstruction conference.

1.6.5 The DESIGN PROFESSIONAL shall attend, prepare an agenda, chair, take minutes and distribute minutes of the monthly meetings.

1.6.6 The DESIGN PROFESSIONAL shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the OWNER and DESIGN PROFESSIONAL in writing to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with Contract Documents. The DESIGN PROFESSIONAL shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of such on-site observation as a design professional, the DESIGN PROFESSIONAL shall keep the OWNER informed on the progress and quality of the Work, and shall endeavor to guard the OWNER against defects and deficiencies in the Work.

1.6.6.1 The DESIGN PROFESSIONAL and his consultants, when appropriate, shall make not less than two (2) site visits each month. Visits shall include monthly construction conferences throughout the Construction Phase. The engineering consultants shall confirm that the facility systems are installed and operating according to the design.

1.6.7 The DESIGN PROFESSIONAL shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety

precautions and programs in connection with the Work, for the acts or omissions of the Contractor, Subcontractors or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.

1.6.8 The DESIGN PROFESSIONAL shall at all times have access to the Work wherever it is in preparation or progress.

1.6.9 Based on the DESIGN PROFESSIONAL'S observations and evaluations of the Contractor's Applications for Payment, the DESIGN PROFESSIONAL shall review and certify the amounts due the Contractor.

1.6.10 The DESIGN PROFESSIONAL'S certification of a Periodic Payment Estimate shall constitute a representation by the DESIGN PROFESSIONAL to the OWNER, based on the DESIGN PROFESSIONAL'S observations at the site, as provided in Subparagraph 1.6.6 and on the data comprising the Contractor's Periodic Payment Estimate, that the Work has progressed to the point indicated and that, to the best of the DESIGN PROFESSIONAL'S knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Periodic Payment Estimate Form); and that the Contractor is entitled to payment in the amount certified. The Certification of Payment shall not be a representation that the DESIGN PROFESSIONAL has made any examination to ascertain how and for what purpose the Contractor has used the moneys paid on account of the Contract Sum.

1.6.11 Interpretations and decisions of the DESIGN PROFESSIONAL shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in written or graphic form for approval by the OWNER.

1.6.12 The DESIGN PROFESSIONAL shall have authority to reject Work, which does not conform to the Contract Documents. Whenever, in the DESIGN PROFESSIONAL'S reasonable professional opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, the DESIGN PROFESSIONAL, with the written approval of the OWNER, will have authority to require special inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work be then fabricated, installed or completed.

1.6.13 The DESIGN PROFESSIONAL shall review and submit to OWNER for approval or take other appropriate action upon the Contractor's submittals, such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay in the Work. The DESIGN PROFESSIONAL'S review of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, the DESIGN PROFESSIONAL shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

1.6.14 The DESIGN PROFESSIONAL shall prepare supporting documents for Proposal Requests that led to potential Change Orders with data as necessary for the OWNER to issue Proposal Request and subsequent Change Orders. The DESIGN PROFESSIONAL will have authority to order minor changes in the Work not involving adjustment in the Defined Scope Of Work, in the Contract Sum or an extension of the Contract Time that are not inconsistent with the intent of the Contract Documents.

1.6.15 The DESIGN PROFESSIONAL shall, with the OWNER, conduct inspections to determine the dates of Substantial Completion and final completion. The DESIGN PROFESSIONAL shall receive, review and forward to the OWNER written warranties and related documents required by the Contract Documents and assembled by the Contractor.

1.6.16 The DESIGN PROFESSIONAL shall issue a statement of the Project's acceptance. If, after thirty (30) from issuing such statement, and written acceptance by the OWNER, the DESIGN PROFESSIONAL'S services are further required through no fault of the DESIGN PROFESSIONAL, compensation shall be as in Paragraph 13.2.1.

1.6.17 The DESIGN PROFESSIONAL shall assemble drawings of record submitted by the Contractor as required by the specifications and prepare and provide the OWNER one (1) set of hard copy, one (1) set of diskette media in DWG format compatible with AutoCAD® 2010 generated documents showing, as is, constructed conditions. The DESIGN PROFESSIONAL shall also mark up and provide the OWNER with Two (2) set of specifications showing materials used in the Project.

1.6.18 The DESIGN PROFESSIONAL with the OWNER shall conduct a site visit prior to expiration of the Contractor's one (1) year period for correction of Work regardless of final payment of compensation to the DESIGN PROFESSIONAL.

1.7 GENERAL RESPONSIBILITIES

1.7.1 The DESIGN PROFESSIONAL agrees to conform to and be bound by standards, criteria, budgetary considerations and memoranda of policy furnished to him by the OWNER, and further agrees to design Work in compliance with applicable laws, regulations, ordinances and codes.

1.7.2 The DESIGN PROFESSIONAL agrees to provide without additional compensation all professional services required by the OWNER that relate to errors or omissions or failure to act by the DESIGN PROFESSIONAL, arising out of this Agreement. Further, the OWNER will not reimburse or pay the DESIGN PROFESSIONAL for any additional fee, costs, claims or damages, including legal fees, incurred by the DESIGN PROFESSIONAL in defending or interpreting the contract documents relative to errors and omissions.

1.7.3 The DESIGN PROFESSIONAL'S services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. The DESIGN PROFESSIONAL assumes full responsibility for all delays and associated cost proximately caused by the DESIGN PROFESSIONAL'S negligent acts, errors, omissions or delays.

1.7.4 Throughout all phases of service the DESIGN PROFESSIONAL shall endeavor to assure the OWNER that all instruments of service, including but not limited to drawings and specifications, whether prepared by the DESIGN PROFESSIONAL or by the DESIGN PROFESSIONAL'S consultants are properly coordinated.

1.8 ADDITIONAL SERVICES

The following Services are not included in Basic Services. They shall be provided if authorized or confirmed in writing by the OWNER, as provided in this Agreement, in addition to the compensation for Basic Services.

1.8.1 Providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase.

1.8.2 Providing coordination of Work performed by separate Contractors or by the OWNER'S own forces.

1.8.3 Providing services, other than those required in Paragraphs 1.6.17, 1.6.18 and 1.6.19 above, more than thirty (30) days after the final acceptance, unless required due to an error or omission in the provision of the DESIGN PROFESSIONAL'S services.

1.8.4 Preparing Drawings, Specifications and supporting data and providing other services in connection with Change Orders required by requests of the OWNER for additional Work or for specific changes to previously approved documents. If the DESIGN PROFESSIONAL requires additional compensation, the DESIGN PROFESSIONAL shall obtain written approval from the OWNER prior to initiation of the change request.

1.8.5 Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work.

1.8.6 Providing services made necessary by the default of the Contractor, or by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the OWNER or Contractor under the Contract for Construction.

1.8.7 Providing services in connection with a public hearing, arbitration proceeding or legal proceeding except where the DESIGN PROFESSIONAL is party thereto or where the hearing or proceeding involves or is based upon allegations of error or omission or other negligence by the DESIGN PROFESSIONAL.

1.9 SCHEDULE

1.9.1 The DESIGN PROFESSIONAL shall perform Basic and Additional Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Following a notice to proceed, the DESIGN PROFESSIONAL shall submit for the OWNER'S approval, a schedule for the performance of the DESIGN PROFESSIONAL'S services which shall be adjusted as required as the Project proceeds, and shall include allowances for periods of time required for the OWNER'S review and approval of submissions and for approvals of authorities having jurisdiction over the Project. This schedule, when approved by the OWNER, shall not, except for reasonable cause, be exceeded by the DESIGN PROFESSIONAL. The schedule shall include the following critical occurrences:

Conceptual Review by Agency and OWNER (30%)	Oct 2016
Preliminary Review by Agency, OWNER and NGB (60%)	Jan 2017
Final Design and Construction Document Review by NGB (90%)	Jun 2017
Bid Date	Oct 2017
Award of Contract	Dec 2017
Substantial Completion	March 2020

ARTICLE 2

THE OWNER'S RESPONSIBILITIES

2.1 The OWNER shall work with the DESIGN PROFESSIONAL in the refinement and coordination of the program with the Agency.

2.2 The OWNER shall establish and update an overall budget for the Project, including the Construction Cost, the OWNER'S other costs and reasonable contingencies related to all of these costs.

2.3 The OWNER shall designate, a Project Manager authorized to act in the OWNER'S behalf with respect to the Project. The Project Manager shall examine the documents submitted by the DESIGN PROFESSIONAL and shall render decisions in a timely manner, to avoid unreasonable delay in the progress of the DESIGN PROFESSIONAL'S services.

2.4 The OWNER shall separately furnish the services of a Commissioning Agent for the Commissioning of the Construction with reports and appropriate professional recommendations.

2.5 If the OWNER observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the OWNER to the DESIGN PROFESSIONAL.

2.6 The OWNER will assign Field Representative for regular observation of the Work during the Construction Phase, who will report his observations to the DESIGN PROFESSIONAL and the Project Manager.

2.7 The OWNER will make available existing building and site drawings for the DESIGN PROFESSIONAL'S use. Existing drawings remain the property of the OWNER and shall be returned promptly.

2.8 The OWNER shall separately furnish the services of a Commissioning Agent for the Commissioning of the Design with reports and appropriate professional recommendations.

ARTICLE 3

CONSTRUCTION COST

3.1 DEFINITION

3.1.1 The Construction Cost shall be the total cost or estimated cost to the OWNER of all elements of the Project designed or specified by the DESIGN PROFESSIONAL and incorporated into the construction contract.

3.1.2 Construction Cost does not include the compensation of the DESIGN PROFESSIONAL and the DESIGN PROFESSIONAL'S consultants, the cost of the land, rights-of-way, or other costs that are the responsibility of the OWNER as provided in ARTICLE 2.

3.2 CONSTRUCTION COST

3.2.1 Evaluations of the OWNER'S Project budget and estimates of Construction Cost, prepared by the DESIGN PROFESSIONAL, represent the DESIGN PROFESSIONAL'S best judgment as a design professional familiar with the construction industry. It is recognized that neither the DESIGN PROFESSIONAL nor the OWNER has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the DESIGN PROFESSIONAL cannot and does not warrant or represent that bids will not vary from the Project budget or from any estimate of Construction Cost or evaluation prepared by the DESIGN PROFESSIONAL.

3.2.2 Prior to the Bidding Phase the DESIGN PROFESSIONAL shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. Fixed limits shall be increased in the amount of any increase in the Contract Sum occurring after execution of the Contract for Construction.

3.2.3 Any Project budget or fixed limit of Construction Cost shall be adjusted to reflect any change in the general level of pricing in the construction industry between the date of submission of the Construction Documents to the OWNER and the date on which proposals are sought.

3.2.4 If a Project budget or fixed limit of Construction Cost (adjusted as provided in Subparagraph 3.2.3) is exceeded by the lowest bona fide bid, the OWNER shall give written notice of (1) rebidding of the Project within a reasonable time, (2) if the Project is abandoned, terminate in accordance with Article 5, or (3) cooperate in revising the Project scope and quality as required to reduce the Construction Cost. In the case of (4), the DESIGN PROFESSIONAL, without additional charge, shall modify the Contract Documents, as necessary to comply with the fixed limit. The providing of such service, including rebidding of the Construction Contract, shall be the limit of the DESIGN PROFESSIONAL'S responsibility arising from the establishment of such fixed limit, and having done so, the DESIGN PROFESSIONAL shall be entitled to compensation for all services performed, in accordance with this Agreement, whether or not the Construction Phase commences.

3.2.4.1 As a condition of the Agreement, the fixed limit of the construction cost (this amount is for construction only and does not include architectural fees or contingencies) is **\$20,227,000.00**.

ARTICLE 4

COMPENSATION AND PAYMENTS

4.1 For the purposes of the Agreement, hourly rates of employees and consultants engaged on the Project by the DESIGN PROFESSIONAL to perform Additional Services shall be as follows:

Person/Classification	Cost/Hour
Architectural - Principal	\$.00
Project Architect	.00
Architect-in-training	.00
Draftsperson	.00
CADD Operator	.00
Clerical	.00
Structural - Principal	.00
Project Engineer	.00
Designer	.00
Draftsperson	.00
Clerical	.00
Mechanical Engineer - Principal	.00
Engineer	.00
Designer	.00
Draftsperson	.00
Clerical	.00

Electrical Engineer - Principal	.00
Project Engineer	.00
Design Engineer	.00
Designer	.00
Draftsperson	.00
Clerical	.00
Civil Engineer-Principal	.00
Project Engineer	.00
Design Engineer	.00
Technical	.00
Clerical	.00

For the purposes of this agreement, principals are as follows:

(names of principals for each discipline)

4.2 REIMBURSABLE EXPENSES

4.2.1 The DESIGN PROFESSIONAL'S will not be reimbursed for expenses in support of the project design. All cost must be included in the initial contract.

4.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

4.3.1 Payments for Basic Services shall be made monthly and shall be in proportion to services performed within each Phase of services, on the basis set forth in Article 1. OWNER payment forms shall be submitted in one (1) original. Payments shall become due and payable within fourteen (14) days from date of approved receipt by the OWNER.

4.3.2 If and to the extent that the Contract Time initially established in the Contract for Construction is exceeded or extended by more than ninety (90) days through no fault of the DESIGN PROFESSIONAL, compensation for any Basic Services required during extended period of Administration of the Construction Contract shall be computed as set forth in Paragraph 13.2.1 for Additional Services.

4.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

4.4.1 Payments on account of the DESIGN PROFESSIONAL'S Additional Services, as defined in Paragraph 1.8, shall be made monthly upon presentation of the DESIGN PROFESSIONAL'S statement of services rendered. Itemized statements including employee hours worked, rates, and invoices shall be submitted in addition to the payment form. A summary sheet shall be included with items totaled.

4.5 PAYMENTS WITHHELD

4.5.1 No deductions shall be made from the DESIGN PROFESSIONAL'S compensation on account of liquidated damages or other sums withheld from payments to Contractors.

4.5.2 The OWNER may withhold a reasonable retainage from the DESIGN PROFESSIONAL'S compensation when the OWNER has reason to believe the OWNER has been damaged by errors and/or omissions of the DESIGN PROFESSIONAL. If such a retainage is withheld, the OWNER shall so notify the DESIGN PROFESSIONAL in writing.

4.6 ACCOUNTING RECORDS

4.6.1 Records of expenses pertaining to Additional Services shall be kept on the basis of generally accepted accounting principles and shall be available to the OWNER or the OWNER'S authorized representative with each pay request.

ARTICLE 5 TERMINATION

5.1 If the Project is suspended or abandoned in whole or in part for more than six (6) months, the DESIGN PROFESSIONAL shall be compensated for all services performed prior to receipt of written notice from the OWNER of such suspension or abandonment. If the Project is resumed after being suspended for more than six (6) months, the DESIGN PROFESSIONAL'S compensation shall be equitably adjusted.

5.2 This Agreement may be terminated by either party upon seven (7) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

5.3 This Agreement may be terminated by the OWNER upon at least seven (7) days' written notice to the DESIGN PROFESSIONAL in the event that the Project is permanently abandoned.

5.4 In the event of termination, not the fault of the DESIGN PROFESSIONAL, the DESIGN PROFESSIONAL shall be compensated for all services performed to the termination date.

5.5 The OWNER may terminate this Agreement for convenience at any time upon thirty (30) day's written notice. Upon such termination for convenience, the sole obligation of the OWNER shall be to pay for work satisfactorily completed to the date of termination. In the event that OWNER terminates the Agreement for default under Article 5.2 and it is later determined, either by mutual agreement or in a legal proceeding, that there was no default, the termination shall be deemed a termination for convenience.

ARTICLE 6 SUCCESSORS AND ASSIGNS

6.1 The OWNER and the DESIGN PROFESSIONAL, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the OWNER nor the DESIGN PROFESSIONAL shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

ARTICLE 7 PREPARATION, OWNERSHIP AND USE OF DOCUMENTS

7.1 Drawings, specifications, and architectural calculations, as instruments of services, are and shall be the property of the OWNER, whether the Project for which they are made is executed or not.

7.2 In the case of termination, for cause, of the DESIGN PROFESSIONAL'S services, the designs, drawings, specifications and architectural calculations, as progressed to the date of termination, shall become the property of the OWNER and will be made available to the OWNER and any successor architect for continuation of the Project. Any reuse by the OWNER or by third parties shall be at the sole risk of the OWNER.

7.3 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the DESIGN PROFESSIONAL'S rights.

ARTICLE 8 DISPUTES AND REMEDIES

8.1 Any dispute concerning a question of fact arising under this contract shall be determined as provided by Idaho law.

ARTICLE 9 INSURANCE

9.1 DESIGN PROFESSIONAL shall maintain such comprehensive general liability insurance that it deems necessary and advisable to protect its interest and that of the State of Idaho. The State of Idaho will be named an additional insured on any general liability and property policies carried and required by this Agreement. The insurance afforded shall be primary insurance, and any insurance carried by the State of Idaho shall be excess and not contributory to that provided by the DESIGN PROFESSIONAL.

9.2 DESIGN PROFESSIONAL shall carry Worker's Compensation Insurance to cover obligations imposed by federal and state statutes covering all employees and employers' liability insurance with a minimum limit of \$_____.

9.3 DESIGN PROFESSIONAL shall carry comprehensive auto liability insurance with a combined single limit for bodily injury and property damage of not less than \$_____ each occurrence with respect to their owned, hired or non-owned vehicles, assigned to or used in the performance of the Work.

9.4 The DESIGN PROFESSIONAL shall provide professional liability insurance, unless waived in writing by the OWNER, in an amount no less than \$_____ combined single limit. If liability insurance required by this section is obtained through a "claims made" policy, this coverage or its replacement shall have a retroactive date of no later than the inception of this Agreement. The DESIGN PROFESSIONAL must maintain such liability insurance for alfa (#) years from the date services are last provided under this Agreement. The DESIGN PROFESSIONAL shall be responsible to pay all premiums, deductibles and all costs not covered by such insurance.

9.5 Any insurance provided under this article shall be in the form of policies or contracts for insurance with insurers of good standing. Evidence of such insurance coverage or self-insurance shall be in the form of a certificate of insurance or statement of financial responsibility and shall include a provision that cancellation, refusal to renew the policy, or change in any material way the nature or extent of the coverage provided by such policy or policies will be ineffective without first giving the State thirty (30) calendar days written notice by certified, or registered mail, return receipt requested.

9.6 The DESIGN PROFESSIONAL shall indemnify, defend and save harmless the State of Idaho, the Idaho Military Division, Construction Facility Management Office and the Installation Support Unit, their officers, agents and employees from and against any liability, claims, damages, losses, expenses, actions and suits whatsoever, including injury or death of others or any employees of the DESIGN PROFESSIONAL or the DESIGN PROFESSIONAL'S consultants caused by or arising out of the negligent performance, act or omission by the DESIGN PROFESSIONAL of any term of this contract.

9.7 All express representations, indemnifications or limitations of liability made in or given to this Agreement will survive the completion of all services of DESIGN PROFESSIONAL under this Agreement or the termination of this Agreement for any reason.

ARTICLE 10

EXTENT OF AGREEMENT

10.1 This Agreement represents the entire and integrated Agreement between the OWNER and the DESIGN PROFESSIONAL and supersedes all prior negotiations, representations or agreement, either written or oral. This Agreement may be amended only by written instrument signed by both OWNER and DESIGN PROFESSIONAL.

ARTICLE 11

MISCELLANEOUS PROVISIONS

11.1 Unless otherwise specified, this Agreement shall be governed by the laws of the State of Idaho.

11.2 Defined terms in this Agreement shall have the same meaning as those in the current edition of the Idaho Military Division, Fixed Price Construction Contract.

11.3 As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events in accordance with Idaho law.

11.4 The OWNER and the DESIGN PROFESSIONAL waive all rights against each other and against the Contractors, consultants, agents and employees of the other for damages covered by any property insurance during construction as set forth in the current edition of the Idaho Military Division, Fixed Price Construction Contract, except that neither waves any right to seek to recover from the other deductibles or amounts required to be paid in self-insurance before such property coverage becomes effective. The OWNER and the DESIGN PROFESSIONAL each shall require appropriate similar waivers from their Contractors, consultants and agents.

11.5 The DESIGN PROFESSIONAL shall report to the OWNER the presence and location of any hazardous material which the DESIGN PROFESSIONAL notices or which a DESIGN PROFESSIONAL of similar skill and experience should have noticed. The DESIGN PROFESSIONAL agrees to exercise reasonable care and diligence during normal on-site observations, visits and investigations of the premises for potential or current health hazards.

ARTICLE 12

BUSINESS ORGANIZATION

12.1 Knowing that the OWNER is relying upon the truth of these representations and warranties as an inducement to enter into this agreement, the DESIGN PROFESSIONAL represents and warrants to the OWNER as follows:

1. The DESIGN PROFESSIONAL is organized as a ()
2. The name and address of the DESIGN PROFESSIONAL is:

(firm's name and address)
3. Partners/Corporate Officers: (name corporation officers)
(name partners)

(sole proprietor)
4. The person executing this Agreement, by signing below, is duly authorized by the CONSULTANT to bind them to the terms of the Agreement.

ARTICLE 13

BASIS OF COMPENSATION

The OWNER shall compensate the DESIGN PROFESSIONAL for the Scope of Services provided, in accordance with Article 4, Compensation and Payments, and the other Terms and Conditions of this Agreement, as follows:

13.1 BASIC COMPENSATION

13.1.1 THE TOTAL COMPENSATION FOR BASIC SERVICES shall be a fixed fee in the amount of \$.00.

The DESIGN PROFESSIONAL shall be compensated in the following portions:

Programming	\$.00
Schematic Design	.00
Design Development	.00
Construction Documents	.00
Bidding	.00
Construction	.00
Closeout	.00

13.2 ADDITIONAL COMPENSATION

13.2.1 FOR ADDITIONAL SERVICES OF THE DESIGN PROFESSIONAL, as described in Paragraph 1.8 including Additional Services of consultants, Compensation shall be computed by multiplying the actual hours involved times the hourly rates listed in Article 4.

13.2.2 If the scope of the Project or the DESIGN PROFESSIONAL'S Services is changed, the DESIGN PROFESSIONAL and OWNER shall establish compensation prior to commencing Work.

13.2.3 If the services covered by this Agreement (exclusive of the construction warranty period) have not been completed within *Twelve* (12) months of the date hereof, through no fault of the DESIGN PROFESSIONAL, the amounts of compensation and rates set forth herein shall be subject to renegotiation.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

OWNER

State of Idaho Military Division

Date Executed

By: _____
JACKSON D. GRAY, P.E., Contracting Officer

DESIGN PROFESSIONAL

(Company's Name- Typed) SEAL

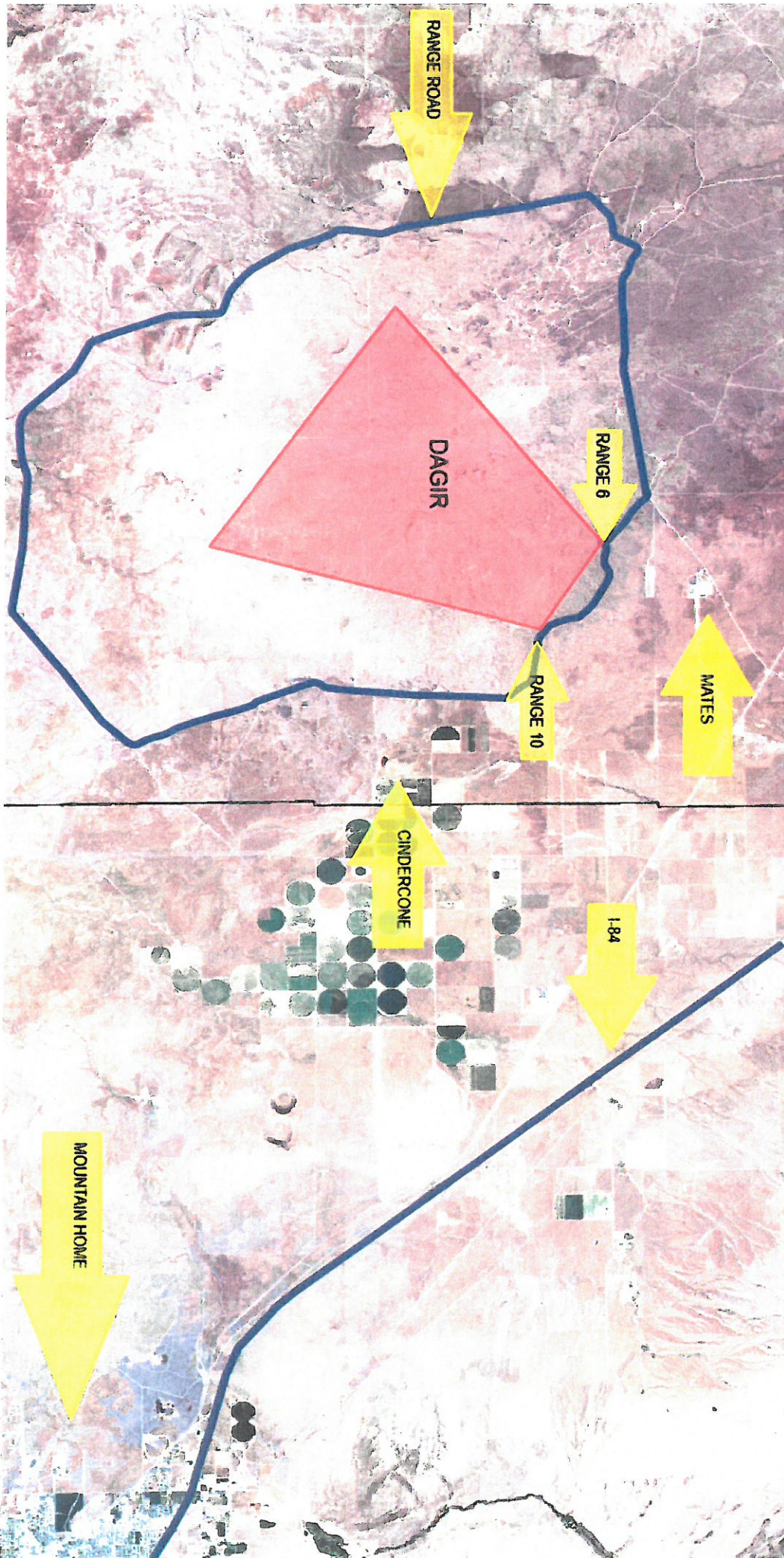
Date Executed

By: _____
Signature

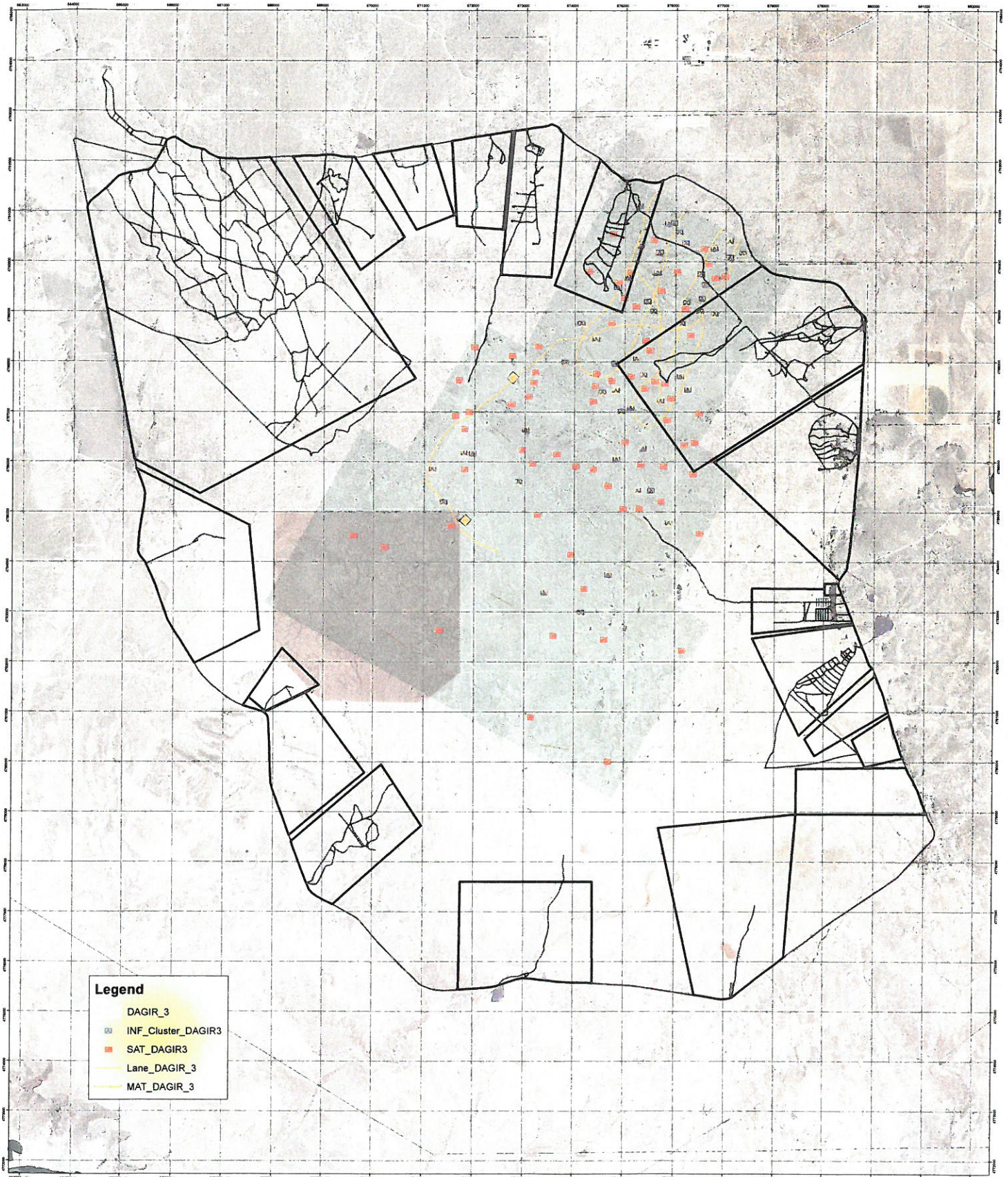
Printed Name

Title

TAX ID # (_____))



DAGIR 3 Vicinity



- Legend**
- DAGIR_3
 - INF_Cluster_DAGIR3
 - SAT_DAGIR3
 - Lane_DAGIR_3
 - MAT_DAGIR_3

Scale 1:25,000

0 1 2 3 4 5 Kilometers

0 1 2 3 4 5 Miles

UTM Zone 11 North, Meters
North American Datum 1983/VGS84
GIS Systems, Environmental Management Office
Idaho Army National Guard



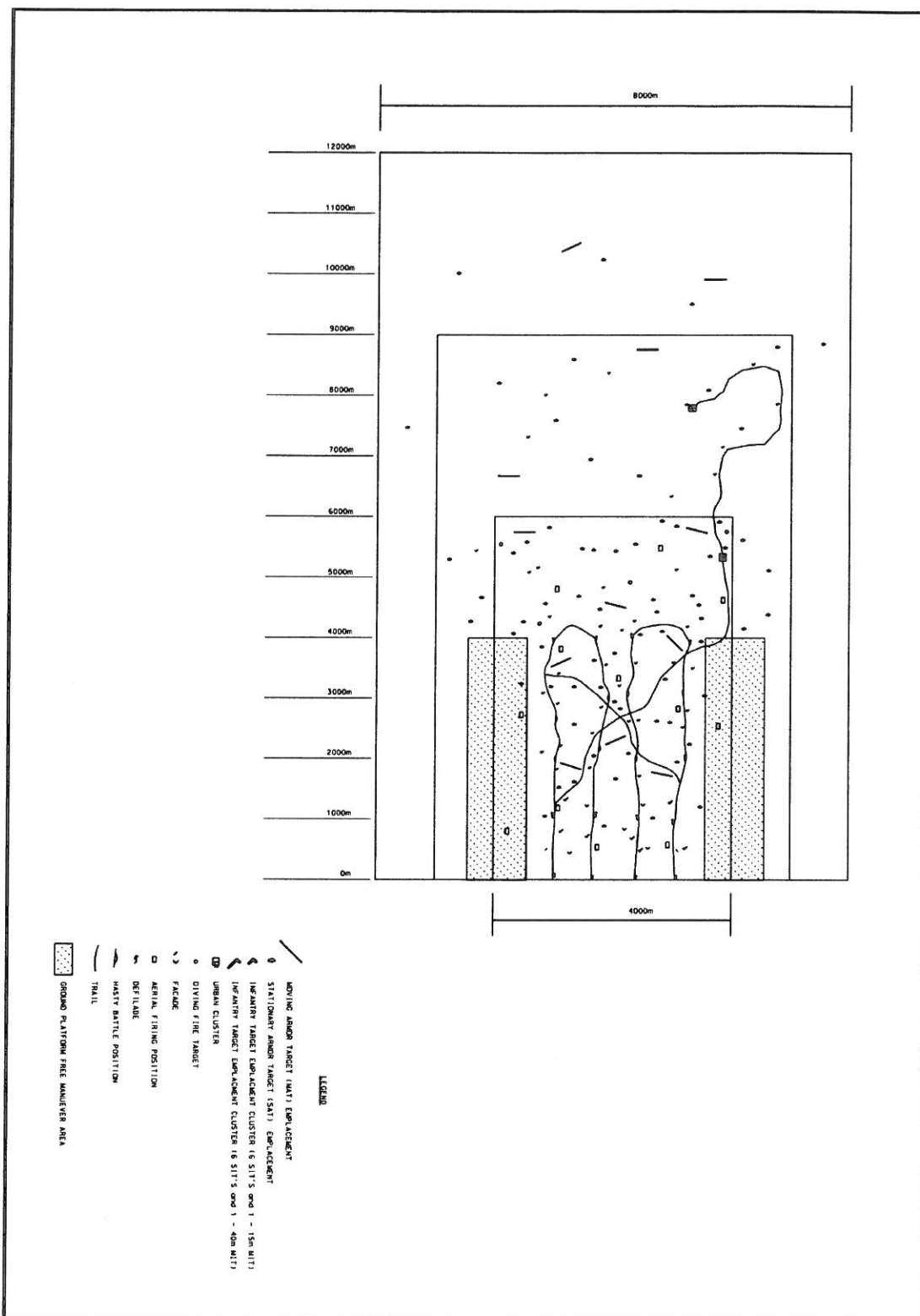
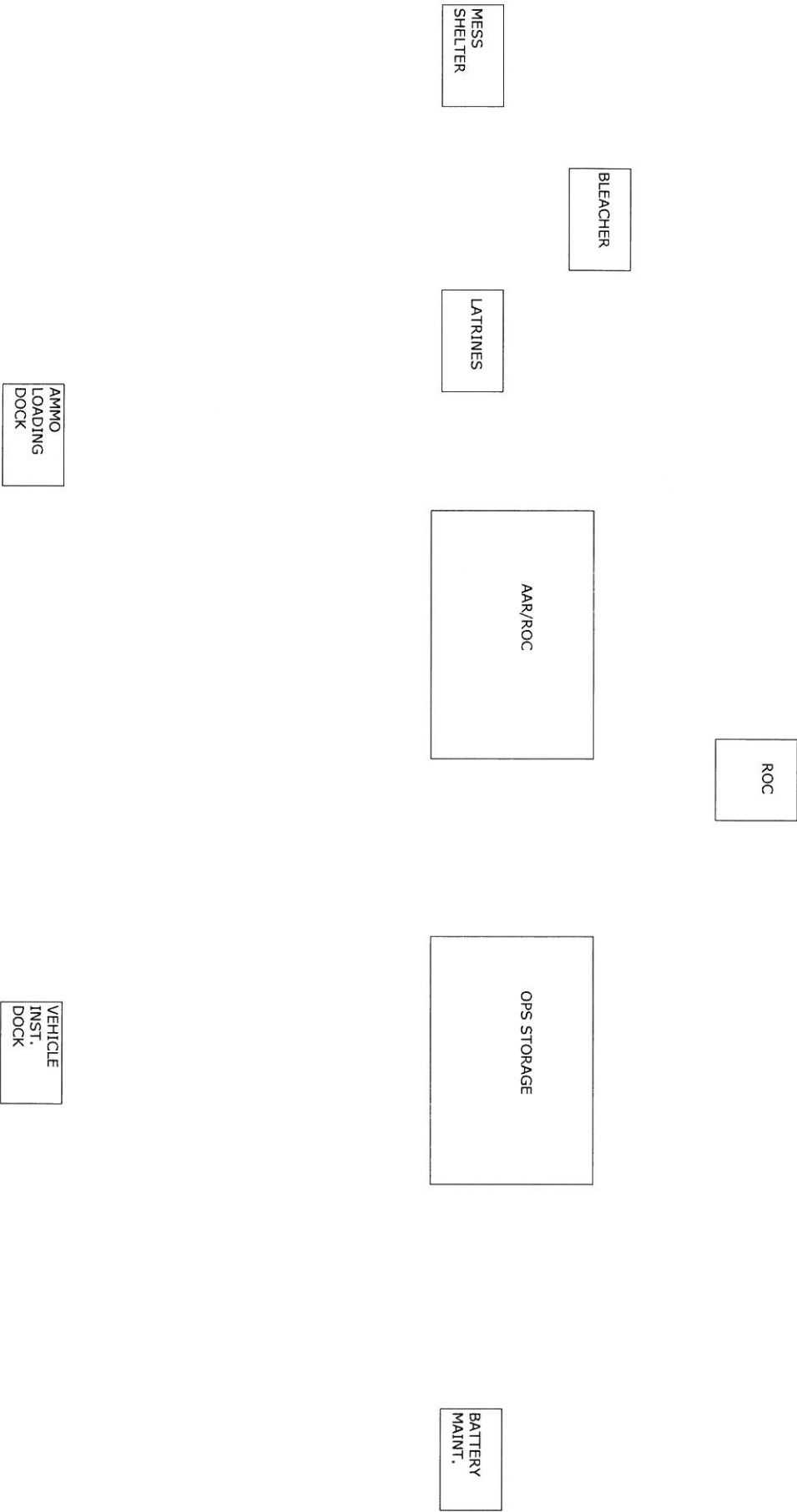


Figure D-19. DAGIR

FIRING LINE



Not to scale
Use as building reference only, site layout subject to change

FCC 17721 DIGITAL AIR/GROUND INTEGRATION RANGE (DAGIR)

This complex is used to train and test Aviation crews, teams, platoons, companies/troops along with Armor, Infantry, Stryker, unstabilized platforms and convoy live fire crews, sections, squads, and platoons on skills necessary to detect, identify, and effectively engage stationary and moving infantry and/or armor targets in a tactical array. It also supports MGS (with addition of breach walls/windows) and dismounted infantry squad/platoon tactical live-fire operations either independently of, or simultaneously with, supporting vehicles. Company combined arms live fire exercises (CALFEX) and fully integrated advanced tables may also be conducted on this facility. This complex also accommodates training with subcaliber and/or laser training devices. MOUT and convoy live-fire facilities are required to enable diving engagement to specified streets/intersections and engagements in close proximity on adjacent terrain. Additionally, the DAGIR will enable critical air-ground integration tactics, techniques, and procedures (TTP) training to ensure the optimum teaming of ground and air, Army, and joint platforms. Primary features include threshold and objective areas A and B. Aviation FARP, tower, aerial firing positions, and aircraft holding area are also required. Construction of these facilities will be targeted to installations that will support medium or heavy combat aviation brigades (CABs). Installations with light CABs or smaller units should ensure aviation requirements are addressed in existing or programmed facilities (DMPRC, DMPTR and BAX). A Convoy Live Fire route is included with the use of the crossover roads.

Primary features include—

Threshold - footprint is 4 x 6 kilometers. (Meets minimum standards of aviation unit tables' I-XII and CALFEX). Includes: 1 x 4 kilometer ground platform free maneuver area (extends into objective area A if available).

- 50 stationary armor targets.
- 8 moving armor targets.
- 246 stationary infantry targets (35 clusters with 6 SITs, 3 SITs per facade).
- 35 moving infantry targets (one per SIT cluster) (28 at 15 meters and 7 at 40 meters).
- 12 facades.
- 4 trenches with bunkers.
- 2 breaching obstacles.
- 4 breach walls. (SBCT equipped installations – requires four additional SAT's)
- 4 stationary 3D diving fire targets. (may be located in objective areas if available).
- 2 lanes (4 course roads).
- 1 convoy live fire lane (extends into objective area A if available).
- 20 battle positions (12 defilade, 8 hasty; one MSD/BES provided with every other BP).
- 12 aerial firing positions (some may be placed in objective areas A and B if available).
- 1 Air/Ground Integration Village
 - 13 structures – a standardized mixture of one/two/three story modular construction, (non-live fire within the village) which are surrounded by:
 - 14 modular structures optimally configured to leverage existing targetry to enable live fire engagement of nearby/interspersed targets by Aviation assets.

Objective Area A – 1 kilometer lateral extension on both sides of threshold, and a 3 kilometer extension in depth. (Allows greater dispersion of targets and separation of firing vehicles to maximize capabilities of digital platforms during advanced tables IX, X).

- 15 stationary armor targets.
- 2 moving armor targets.
- 60 stationary infantry targets (10 clusters with 6 SITs each).
- 10 moving infantry targets (one per SIT cluster).
- 1 urban cluster (5 - 7 buildings; live fire within the facility by aviation assets). May be placed in area A if area B is not available due to terrain limitations.

Objective Area B – 1 kilometer lateral extension on both sides of objective area A, and a 3 kilometer extension in depth. The width and depth of the range provides greater aviation capabilities during advanced tables XI, XII and CALFEX (to include, firing from both sides of the aircraft for door gunnery).

5 stationary armor targets.

2 moving armor targets.

Static targets (to support indirect fire/close air support [CAS] engagements).

All targets are fully automated, using event-specific, computer-driven target scenarios and scoring. Targets will receive and transmit digital data from the range operations center. The captured data is then compiled and available to the unit during the after action review. Target emplacement must enable protection and resilience from training munitions fired from diving-fire angles of 15 to 30 degrees as provided in FM 3-04.140 and aircrew training manuals.

Standard aviation range operations and control area (AVROCA) facilities:

Instrumentation requirements: The DAGIR must exchange information with command, control, communications, computers, intelligence, surveillance, and reconnaissance (C4ISR) systems to simulate the full range of battlefield systems and stimulate C4ISR systems. The DAGIR instrumentation system will interface with maneuver control system – Lite (MCS)-Lite, Blue Force Tracker, FBCB2, and Aviation Mission Planning System (AMPS). DAGIR player unit capable of force on target (T) and force on force (O).

Required Document: FM 3-04.140, FM 3-04.111, FM 3-20.21, FM 3-22.3, ARTEP 1-111, ARTEP 1-113, ARTEP 1-118, ARTEP 1-126, ARTEP 7-20-MTP, ARTEP 71-2

Additional Information: This complex uses thermal targets, muzzle flash simulators, and hostile-fire/target-kill simulators. Location of the boresight target and weapon harmonization target must be coordinated with the trainer.

Gunnery tasks requiring the use of dud-producing ammunition cannot be fired on the complex. Provisions for these tasks must be made in impact areas adjacent to the complex or specified areas in objective areas of the complex (if these areas overlap existing permanently duded terrain).

The DAGIR range operations center must have the capability to receive and send digital communications to the firing platforms. All stationary/moving infantry targets will be equipped with a muzzle flash simulator.